

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Washington & Christian 805 Fifteenth Street, N.W., Suite 1000, Washington, D.C. 20005		2. Registration No. 4569
3. Name of foreign principal The Republic of Guinea	4. Principal address of foreign principal Conakry, Guinea	

5. Indicate whether your foreign principal is one of the following type:

☒ Foreign government

☐ Foreign political party

☐ Foreign or ☐ domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

☐ Individual—State his nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant. All branches of government.

b) Name and title of official with whom registrant deals.  
Fassou Rene Loua  
Secretary General The Presidency

7. If the foreign principal is a foreign political party, state:

a) Principal address N/A

b) Name and title of official with whom registrant deals.

c) Principal aim

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8. If the foreign principal is not a foreign government or a foreign political party,

N/A

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

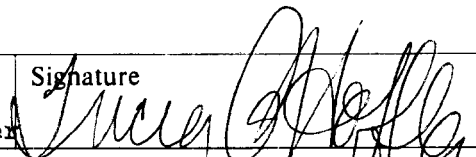
Date of Exhibit A

June 1, 1995

Name and Title

Tricia Purks Hoffler, Partner

Signature



**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Washington & Christian	The Republic of Guinea

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

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4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will provide legal advice and representation, including lobbying efforts and public relations activities in the United States on behalf of the foreign principal. The lobbying efforts will include meetings with decision-makers in Congress and officials of the Executive Branch of the U.S. Government. In addition, the registrant will coordinate a grass-roots campaign that would incorporate meetings with local and national religious leaders and political figures. The registrant will seek to promote Guinea's interests in the United States.

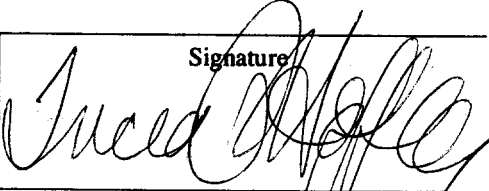
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

1. Provision of legal advice and counsel regarding the laws of the United States;
2. Attending relevant Congressional hearings;
3. Monitoring of relevant information;
4. Organization of meetings with local and national political leaders, academics and business people;
5. Developing a strategy of public relations of behalf of the foreign principal;
6. Attending meetings with the foreign principal when so requested and when related to the representation;
7. Organization of meetings with members of Congress and officials in various departments of the Executive Branch of the U.S. Government, and where required, with the National Security Council.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See responses to Item numbers 4 and 5.

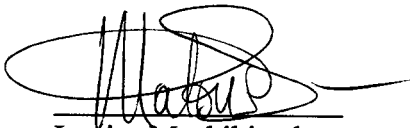
Date of Exhibit B	Name and Title	Signature
June 1, 1995	Tricia Purks Hoffler, Partner	

<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

May 26, 1995

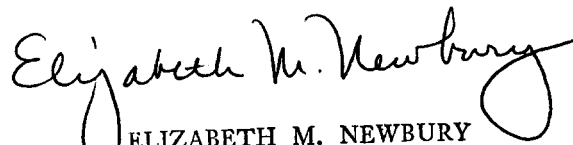
STATEMENT

I, Louise Mushikiwabo, French and English Translator, certify that the attached English language retainer Agreement between WASHINGTON & CHRISTIAN and the REPUBLIQUE DE GUINEE is a true and accurate translation of the same Agreement in the French language.

  
Louise Mushikiwabo  
Translator

District of Columbia )ss:

Sworn to me by Louise Mushikiwabo this 30<sup>th</sup> day of  
May, 1995.

  
ELIZABETH M. NEWBURY  
Notary Public, District of Columbia  
My Commission Expires September 30, 1996

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**Retainer Agreement  
For  
Legal Services  
And  
For Other Purposes**

**Between**

**WASHINGTON & CHRISTIAN**

**And**

**THE REPUBLIC OF GUINEA**

This Agreement made this 28th day of April, 1995 between Washington & Christian (the "Firm"), a partnership organized and validly existing under the laws of the District of Columbia, and the Government of the Republic of Guinea (the "Government"), a sovereign nation located on the continent of Africa, sets forth the terms and conditions which shall govern the provision and receipt of certain legal and legislative consulting services and for other purposes.

WHEREAS, the Firm is comprised of professionals and paraprofessionals possessing legal expertise and experienced in strategic consulting, logistics, budget preparation and special events planning; and

WHEREAS, the Firm provided financial projections estimating the costs of legal, legislative and consulting services to be provided to Government, depending on the specific services desired; and

WHEREAS, Government and the Firm have mutually agreed that such projections as modified are acceptable as a basis for entering into an agreement with the Firm.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Scope of Services. The scope of services that the Firm will provide during the term of this Agreement shall include the following:

A. Legal and Legislative Representation: The Firm shall provide legal and legislative advice and counsel regarding the following:

- (1) Improving relations between Government of Guinea and the United States.
- (2) Providing a range of advisory and representation services in connection with numerous U.S. laws and regulations.
- (3) Monitoring the U.S. legislative process with respect to potential and/or actual impacts on The Republic of Guinea.
- (4) Identification of investment opportunities in Guinea in conjunction with Government, in various sectors of the Guinean economy, including but not limited to the agriculture and manufacturing sectors and providing advice and counsel regarding the structure and operation of investment entities.
- (5) Provision of information and counsel about U.S. international trade and commercial laws so as to minimize adverse impacts on business transactions involving The Republic of Guinea and the United States.
- (6) Developing and coordinating a communications and media campaign to transmit a clear and concise message regarding the policies and objectives of The Republic of Guinea.
- (7) Provision of accurate information to United States government decision-makers about Guinea to ensure that the United States government understands and appreciates the involvement and role of The Republic of Guinea in economic and financial arenas in the United States.
- (8) Any other matters which the designated Minister ("Minister") may assign from time to time.

2. Responsible Coordinator. All activities and services stated herein furnished to Government in connection with legal and legislative representation, shall be undertaken and coordinated under the direction of James M. Christian, Sr. and/or Leonard H. Robinson, Jr. pursuant to the terms and obligations of this Agreement. The Firm shall perform its obligations pursuant to instructions received from, respectively, the Secretary General of the Presidency, the Minister of Finance, and His Excellency the Ambassador of the Republic of Guinea in Washington, all of them designated representatives of the Government.

3. Contract Amount. The amount of this Agreement will be \$ 600,000 USD (six hundred thousand dollars), and shall be paid as follows:

\$60,000 USD for legal and legislative advice

\$540,000 USD for advice and lobbying on behalf of the Government of Guinea.

4. Method of Payment. At the time of execution of the Agreement, and no later than May 10, 1995, the Government shall pay in advance an amount of \$60,000 USD of the total contract amount, in the form of a deposit, to the Firm for its legislative support on behalf of the Republic of Guinea during the first quarter which commences on May 15, 1995 and ends on July 31, 1995.

No later than July 31st, 1995, the Government shall pay \$180,000 USD of the total contract amount for advice and lobbying by the Firm during the second quarter which begins on the first of August, 1995 and ends on October 20, 1995.

No later than October 30, 1995, the Government shall pay \$180,000 USD to the Firm for its advice and lobbying during the second quarter which begins on November 1, 1995 and ends January 1st, 1996.

No later than January 31, 1996, the Government shall pay the balance totaling \$180,000 USD of the contract amount for the advice and lobbying during the fourth quarter which commences on February 1st, 1996, and ends on May 14, 1996.



5. Monthly Reviews. The Firm and Government shall meet as deemed necessary and appropriate to review performance, discuss modifications, and make adjustments to the contemplated performance of this Agreement.

6. Term. The term of this Agreement shall be for twelve (12) months beginning May 15, 1995 through May 14, 1996 and has two components:

The first component concerns the efforts towards the legislative elections for a period of two months and a half from May 15 through July 31st, 1995.

The second component concerns the furnishing of advice and lobbying activities on behalf of the Government of Guinea, from August 1st, 1995 to May 14, 1996.

It is renewable after an evaluation of the results obtained and after negotiations take place between parties.

The means for verifying the performance will be assessed in terms of the following, among other things:

- furnishing of monthly reports on a regular basis;
- enhancement of the status of Guinea vis a vis the U.S.;
- the level of amelioration of the relationship between Guinea and the international financial institutions, notably: the World Bank, the IMF, USAID, etc.;
- the increase of the U.S. participation in the area of investments in Guinea;
- assistance with the U.S. Treasury to facilitate the rescheduling of Guinea's debt;
- the increase of American assistance in the form of donations or loans for various economic development priorities

7. **Termination.** (a) Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Upon the termination of this Agreement, Government shall pay any and all outstanding Firm fees and expenses accrued or incurred, before receipt of Government's notice of its intent to terminate this Agreement. Specifically, Government is responsible for paying for any and all fees and expenses incurred prior to the Firm's receipt of Government's notice of termination. Once notice of termination is given by either party, no additional fees or expenses shall be incurred by the Firm without the prior written consent and authorization of Government.

(b) In the case of notice by Government to terminate the Firm, the thirty (30) day prior written notice shall begin immediately upon delivery to the Firm as follows:

James M. Christian, Sr.  
Administrative Partner  
Washington & Christian  
The Southern Building  
805 Fifteenth Street, N.W.  
Tenth Floor  
Washington, D.C. 20005

(c) In the case of the notice by the Firm to terminate its work on behalf of Government, the thirty (30) day prior written notice shall be delivered as follows:

The Honorable Secretary General  
of the Presidency  
and the Honorable Minister of Finance  
Government of the Republic of Guinea  
Conakry, Guinea

8. **Registration Requirement.** The Firm and Government understand that the Foreign Agents Registration Act (FARA) requires that all persons acting in the United States on behalf of a foreign principal must register with the United States Department of Justice (subject to certain exemptions not applicable in this instance) and that the Firm must register under this law regarding its activities on behalf of Government of The Republic of Guinea. The Firm and Government further understand that, by law, the Firm must advise the United States Department of Justice twice yearly of all contacts made with United States government employees,

all monies received by the Firm from or on behalf of Government, and all monies paid by the Firm on behalf of Government. Government is aware that this information will be available to the public.

The Firm and Government also understand that the Federal Registration of Lobbying Act requires all persons engaged in and paid to influence legislative action to file a report and to register with the Clerk of the United States House of Representatives and the Secretary of the United States Senate before "doing anything in furtherance of such object". The Firm, on behalf of the Government of The Republic of Guinea will be filing these reports quarterly.

9. Foreign Corrupt Practices Act. The Firm has not made and shall not make, in the performance of this Agreement, an offer, payment, promise to pay, or authorization of the giving of anything of value, directly or indirectly, to or for the use or benefit of Government or any political party, official, or candidate for political office in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended.

10. Invalidity. In the event any one or more of the provisions contained in this Agreement shall for any reasons be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11. Governing Laws. This Agreement shall be subject to and governed by the laws of the District of Columbia in the United States.

12. Arbitration. In the event of a dispute, each party shall appoint an individual arbiter and the two so appointed shall designate a third arbiter to comprise a panel for international arbitration. With respect to the interpretation of any provision of this Agreement or any duties or responsibilities of the parties hereunder, which disputes cannot be resolved by the parties, the dispute shall be submitted for a final determination to the panel of three (3) for arbitration.

The arbitration proceeding shall be conducted in accordance with the laws of the United States relating to international arbitration for entities established and existing inside the United States. The decision of the panel shall be binding, conclusive and nonreviewable.

13. Assignment. This Agreement cannot be assigned, in whole or in part by either party without the express written consent of the other party.

14. Breach, Waiver, Cure. In the event of a breach by either party of the terms and conditions of this Agreement, either party shall have ten (10) business days to cure the breach.

Written notice of the breach shall be immediately sent by the party alleging the breach to the party against whom the breach is alleged, in writing, return receipt requested. In the case of the Firm, notice shall be sent as follows:

James M. Christian, Sr.  
Administrative Partner  
Washington & Christian  
The Southern Building  
805 Fifteenth Street, N.W.,  
Tenth Floor  
Washington, D.C. 20005

In the case of the notice of breach to Government, notice shall be delivered as follows:

The Honorable Secretary General  
of the Presidency  
and the Honorable Minister of Finance  
Government of the Republic of Guinea  
Conakry, Guinea

15. Entirety of Agreement. This document essentially represents the full and complete understandings and agreements between the parties. Any additional understandings or agreements (such as a proposal or a plan of action) shall not be inconsistent with the Agreement. Any inconsistent agreements or understandings herewith shall be null and void and of no legal force and effect.

16. Amendments. This Agreement may be altered or amended only by means of a writing and signed by the parties hereto.

17. Execution of Counterparts. This Agreement may be executed in multiple copies, each of which shall have the same full force and binding effect as if it were an original.

18. Representation of Authority. The undersigned by affixation of their signatures represent that they are vested with the requisite authority to execute this Agreement and bind the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first appearing above.

WASHINGTON & CHRISTIAN

THE REPUBLIC OF GUINEA

By: \_\_\_\_\_  
James M. Christian, Sr.

By: \_\_\_\_\_  
Honorable Secretary General

Administrative Partner  
For the Firm

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Honorable Minister of Finance

**ANNEX**

In the Republic of Guinea, Madame M'Mah SIDIBE and Mr. Ronald CUIE shall be responsible for regular follow-up of matters related to this Agreement.